

# CBA - CAPE ELIZABETH EDUCATION ASSOCIATION/MEA/NEA 2023-2026

## COLLECTIVE BARGAINING AGREEMENT

Between the

CAPE ELIZABETH SCHOOL BOARD

And the

CAPE ELIZABETH EDUCATION ASSOCIATION/MEA/NEA

2023-2026

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# PREAMBLE

The Board and the Association recognize the importance of collaborative relationships in a vibrant, dynamic, and preeminent school system. In pursuit of this goal, team leaders, department chairs and teachers will be afforded the opportunity to provide input into professional development planning and curriculum development, provided that final authority over such matters is reserved to the school board and its agents.

# ARTICLE I

## DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below unless specifically otherwise provided.

1-1 "Administrator" - Superintendent, Principal, Assistant Principal, or Special Education Director.

1-2 "Agreement" - The collective bargaining agreement between the Cape Elizabeth School Board and the Cape Elizabeth Education Association/MEA/NEA for the period September 1st through August 31st, for the years 2017-2020, which shall include all appendices, side letters, and all other documents attached thereto which shall be incorporated therein.

1-3 "Assistant Principal" - Assistant Principal of the Pond Cove School, Middle School, or the High School.

1-4 "Association" - The Cape Elizabeth Education Association/MEA/NEA.

1-5 "Board" - The School Board of the Town of Cape Elizabeth, Maine.

1-6 "Day" - Calendar day unless otherwise specifically defined.

1-7 "Immediate Family" - Father, mother, brother, sister, husband, wife, son or daughter.

1-8 "Per Diem" - The rate of pay equivalent to  $1/n$  of the annual teaching salary, where "n" equals the total number of school days in the School Calendar.

1-9 "Principal" - Principal of the Pond Cove School, Middle School or the High School.

1-10 "School" - Any school administered by the Board.

1-11 "School Calendar" - The calendar adopted by the Board for the school year.

1-12 "School Department" - The School Department of the Town of Cape Elizabeth.

1-13 "School Year" - The period of time established by the Board pursuant to statute.

1-14 "Superintendent" - The Superintendent of Schools for the Town of Cape Elizabeth, Maine.

1-15 "Teacher" - Any member of the bargaining unit as defined in Article II, Recognition.

1-16 "Days Worked" for each of the years of the contract will be 183 days.

1-17 "Proration of Salary and Benefits" - If a teacher is employed less than full time, the teacher's salary and benefits will be prorated based upon the percentage of full time employment.

1-18 "FTE" - Whenever the term "FTE" is used, it shall mean "Full Time Equivalent". A full time teacher is an FTE of 1.0. FTEs are prorated based on time worked. Example: A half time teacher is a .5 FTE.

## ARTICLE II

### RECOGNITION

2-1 Pursuant to Maine Revised Statutes, Title 26, Chapter 9-A, the Board recognizes the Association as the exclusive collective bargaining agent for the bargaining unit composed of all certified and licensed professional employees in the Cape Elizabeth schools, provided that the term "employees" as used herein shall not include Superintendent, Principals, Assistant Principals, Director of Instructional Support, Educational Technicians, and Athletic Administrator.

2-2 All rights and privileges granted to the Association under the terms and provisions of this Agreement are for the exclusive use of the Association.

#### 2-3 Non-Discrimination

The Board and the Association agree not to discriminate on the basis of race, color, religion, physical or mental disability, gender, marital status, sexual orientation, national origin or age.

## ARTICLE III

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

#### 3-1 Initiating Negotiations

3-1-1 Any tentative agreement reached by the negotiators named by the parties shall be reduced to writing, initialed by the negotiators, and submitted to the Board and the Association for final ratification. Any agreement so negotiated and ratified shall be signed by the Board and the Association, whereupon it shall be binding upon all parties.

#### 3-2 Conducting Negotiations

3-2-1 As of the time they are made available to the Board, the Board will provide the Association with a Superintendent's proposed budget for the next fiscal year, as well as available preliminary budgetary information and proposals affecting teachers' salaries, wages, hours, and conditions of employment.

3-2-2 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3-2-3 If negotiations are scheduled during the school day, the negotiators shall be released from their regular duties without loss of pay or leave.

3-2-4 Negotiations shall be conducted in executive sessions unless both parties agree to conduct negotiations in open sessions.

### 3-3 Impasse Procedures

3-3-1 In case of impasse the procedures specified in the Maine Public Employees Labor Relations Law will be followed: Section 965; paragraph 2, Mediation; paragraph 3, Fact-finding; paragraph 4, Arbitration; paragraph 5, Costs.

3-4 The Superintendent and the Association President (or designee) shall schedule and hold monthly labor/management meetings to discuss issues of mutual concern.

## ARTICLE IV

## PROFESSIONAL GRIEVANCE PROCEDURE

### 4-1 Definition

4-1-1 A grievance shall mean a dispute as to the meaning or application of any of the provisions of this Agreement.

### 4-2 Procedure

#### 4-2-1 Level One

In the event that a teacher and/or the Association believe there is a basis for a grievance, they, or either of them, shall first discuss the situation with the department head, principal or other appropriate administrator, in an effort to resolve the issue. The teacher may be accompanied by a representative of the Association, and the principal may be accompanied by a representative of the Superintendent.

#### 4-2-2 Level Two

If a resolution is not achieved at Level One, a formal written grievance may be presented, signed by the grievant and the organization representative; provided that such formal written grievance shall be presented within twenty (20) days after the event giving rise to the grievance becomes known to the Association or the grieving teacher. The grievance shall be presented to the principal, or, if the grievance involves more than one school building, to the Superintendent.

4-2-2-1 Within five (5) days after receipt of the written grievance, the Principal or other appropriate administrator shall meet with the grievant in an effort to resolve the grievance. Within seven (7) days after this meeting, a written decision shall be presented to the grievant with a copy to the Association.

#### 4-2-3 Level Three

If the grievance is not resolved at Level Two, the grievant may present the grievance in writing to the Superintendent within five (5) days after receipt of the decision. Within five (5) days after receipt of the grievance, the Superintendent shall meet with the grievant in an effort to resolve the grievance.

Within seven (7) days after the meeting, a written decision shall be presented to the grievant with a copy to the Association.

#### 4-2-4 Level Four

If the grievance is not resolved at Level Three, the grievant may present the grievance in writing to the school board within ten (10) days after receipt of the decision. Within 15 days the school board shall meet with the grievant in an effort to resolve the grievance.

Within 10 days after the meeting, a written decision shall be presented to the grievant with a copy to the Association.

#### 4-2-5 Level Five

If the grievance is not resolved at Level Three, the grievant may request the Association to submit the matter to arbitration. If the Association determines the grievance to be meritorious and so recommends to its membership, the Association may within ten (10) days after receipt of the decision at Level Three, submit the grievance to arbitration by requesting the American Arbitration Association or the Labor Relations Connection to utilize its procedures for the selection of an impartial arbitrator. Nothing in the foregoing is meant to prevent the Board and the Association from agreeing on some other competent agency or individual to conduct the arbitration. The award of the arbitrator shall be final and binding on both parties, in matters related to the meaning or application of this Agreement.

4-2-5-1 The cost for the services of the arbitrator shall be shared equally by the parties involved.

4-2-5-2 The Superintendent shall be notified three (3) days in advance of names of teachers who shall be in attendance at any arbitration hearing.

#### 4-3 Miscellaneous

The grievant may be accompanied by the Association at any meeting under this Article. No adjustment shall take place contrary to this Agreement without the mutual consent of the Board and the Association.

4-3-1 The time limits provided in this procedure shall be strictly observed but may be extended by a written mutual agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limit might result in hardship on any party, both parties shall use their best efforts to process the grievance prior to the end of the school term or as soon as possible thereafter.

4-3-2 "Days" as used in this Article shall mean pupil attendance days and teacher days as adopted by the Board, except that for grievances presented but not resolved prior to the end of the school year, days shall mean regular week days, Monday through Friday (excluding legal holidays) when the School Department is open for business.

4-3-3 Meetings on grievances shall not be open to the public.

## ARTICLE V

### SPECIAL DISCIPLINARY PROCEDURE

5-1 No teacher on continuing contract shall be non-renewed without just cause.

5-2 No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.

5-3 The provisions of this Article do not apply to dismissal of teachers or to the termination of a teacher's contract when changes in local conditions warrant the elimination of a teaching position, the parties' rights and responsibilities in such matters being governed by statute.

5-4 The provisions of this Article do not apply to the non-renewal of Athletic, Co-Curricular Activity or Co-Curricular Administrative Fee positions, all of which are annual appointments.

# ARTICLE VI

## TEACHER WORKDAY

6-1 Because the teaching profession carries with it many demands that cannot be met during the school day, teachers are expected to work at school for a period of time before the student work day begins and after students are dismissed to carry out their individual responsibilities and perform supervisory duties as assigned by school administration. While teachers must ensure that their many obligations, as outlined in the teacher job description, are met, they shall have the flexibility as professionals to allocate this time as appropriate to meet the needs of students and the district.

6-2 It shall be the general expectation that teachers will be expected to attend no more than two (2) staff meetings outside of the regularly defined school day per month unless other circumstances require additional time. Staff meetings will run no longer than ninety (90) minutes. Staff meetings will run no longer than ninety (90) minutes. Staff meetings may be full staff meetings and/or small group (i.e. department/content, grade level, PLC) meetings that occur outside of the regular school day. Optional meetings may be held by administration, but must be clearly articulated as optional.

# ARTICLE VII

## SALARIES

7-1 The salaries for all teachers employed as of the execution date of this Agreement are set forth in Appendix A attached hereto and incorporated herein by reference.

7-1-1 In order to be placed on the BA+30 level a teacher must have completed 30 credits in addition to a bachelor's degree, or shall have the option to be placed on the BA+30 level by completing a 30-credit, planned program of coursework/learning institutes (of which no more than 15 credits shall be required to be earned through graduate level coursework) that was pre-approved by the Superintendent and reviewed by the President of the CEEA by January 1, 2023.

7-1-2 Teachers at the top of the salary scale with 10 or more years' experience teaching in the Cape Elizabeth School District will be paid 1% of the base salary in addition to their annual wage.

7-2 Salaries shall be paid in 26 equal installments. Deductions based on benefits that are billed monthly (i.e. medical, dental, dues) shall be deducted bi-weekly in 24 equal deductions.

### 7-3 Per Diem Pay

7-3-1 In addition to the salary provided in this Article, a teacher assigned as a Guidance Teacher or a Librarian shall receive the per diem rate of pay for those days worked prior to and following the expiration of the school year, as required and authorized by the Superintendent.

7-3-2 In addition to the salary provided in this Article, a teacher shall receive the per diem rate of pay for those days worked prior to the commencement of and following the expiration of the school year to the extent such work is required and authorized by the Superintendent. Any time worked under this provision that is less than a normal work day shall be paid on a prorated basis.

### 7-4 School Improvement Honorarium



7-4-1 An educator shall be paid for voluntary work associated with school improvement and any other work authorized by the Superintendent. It is understood that this is for work accomplished following the expiration of the school year and prior to the commencement of the following year or during school vacation periods, e.g. December, February, April, and any other time approved by the Superintendent. The compensation for this work shall be at the following hourly rates (based on the BA base rate):

2023-2024	2024-2025	2025-2026
\$40.43	\$42.45	\$44.57

7-5 Teachers who anticipate a change in status for the coming school year shall complete the “Change of Status Form” referenced in Appendix C. This form must be submitted no later than February 1st and the change in status will be effective the following school year.

# ARTICLE VIII

## ATHLETIC STIPEND SCHEDULE

8-1 Stipends shall be paid for those coaching positions approved and filled by the Board as athletic stipend positions in accordance with the schedule in Appendix B1. The Board reserves the right to fill or not to fill any stipend position(s). Coaches with 10 or more years of experience in the school district shall be paid at 1.1 times the salary listed in Appendix B1.

8-2 In the event that a season is extended due to playoffs, coaches will be compensated at the following hourly rates for the additional required hours as determined by the Athletic Director:

2023-2024	2024-2025	2025-2026
\$20.67	\$21.70	\$22.79

# ARTICLE IX

## CO-CURRICULAR ACTIVITY STIPEND SCHEDULE

9-1 Stipends shall be paid for those positions approved and filled by the Board as non-athletic stipend positions in accordance with the schedule in Appendix B2. The Board reserves the right to fill or not to fill any fee position(s).

# ARTICLE X

## CO-CURRICULAR ADMINISTRATIVE STIPEND SCHEDULE

10-1 Stipends shall be paid for those positions approved and filled by the Board as non-athletic stipend positions in accordance with the schedule in Appendix B3.

10-2 The Board retains the right to fill or not fill any stipend position(s).

10-3 The extracurricular compensation schedules for Athletics, Co-Curricular, and Administrative stipended positions listed in Appendix B can be changed at any time during the term of this Agreement upon the mutual consent of the Board's and the Association's designees.

10-4 A Stipend Review Committee, comprised of an equal number of Board and Association appointed representatives, will meet annually to review new proposals for stipended positions and to review changes in existing positions. The committee will make recommendations to the Board's and the Association's designees for final approval. The Committee shall be comprised of the District Superintendent of Schools and/or designee, representatives of the Association, the Athletic Director (for Appendices B-1 and B-2), and the school Principals/designees.

## ARTICLE XI

### SICK LEAVE

11-1 Each teacher shall be granted sixteen (16) sick leave days with full pay for personal and/or immediate family illness, disability or accident on the first day of the contract year. A teacher hired after the start of the contract year will receive a prorated sick leave allocation based upon the month of hire. Unused sick leave shall be accumulated from year to year up to 135 days. Note: Under this provision, leave may be granted to a teacher for the purposes of caring for an ill spouse or domestic partner who has give birth to a newborn.

#### 11-2 Sick Leave Bank

11-2-1 The purpose of the sick leave bank is to provide income protection for members who, because of prolonged illness, have exhausted their accumulated sick leave benefits and are unable to return to work.

11-2-2 The bank will be administered by a continuing committee composed of the Superintendent, the Business Manager, President of Association, and two (2) members designated by the Association. A majority vote of the committee shall be required for any days to be granted. The committee shall report to the Board, the Association and the employees annually, indicating the use of the sick leave bank. A decision to deny a request for sick leave bank days is not arbitrable.

11-2-3 Any teacher who has not elected to join the sick leave bank will be able to join the bank during the open enrollment period in May for the following school year and must contribute one (1) sick leave day. Any newly hired teacher shall be provided the opportunity to become a member of the sick leave bank and must contribute one (1) sick leave day. The maximum amount of sick leave bank days shall accumulate to a maximum of 650 days. Any unused days shall be carried forward to the next year. When the bank drops below sixty (60) days, all members of the sick leave bank shall be assessed one (1) day from their sick leave balance

11-2-4 Any eligible part-time employee may make a pro rata deposit of sick leave days to the bank and, if a request is granted, shall receive pro rata benefits

11-2-5 To qualify for sick leave from the sick leave bank, an employee must have:

11-2-5-1 Used all of their personal sick leave.

11-2-5-2 Waited a period of five (5) days. If granted, the approval shall be retroactive to the first day requested.

11-2-5-3 Provided a doctor's certification when requested regarding their illness as a prerequisite to withdraw from the bank.

11-2-6 Members withdrawing sick leave days from the bank will not have to replace these days, except as a regular contributing member of the bank.

11-2-7 Sick leave days contributed to the bank may not be withdrawn if the member, at a later date, leaves the employ of the Board.

11-2-8 Upon application and approval, a member may draw a maximum of thirty (30) days from the sick leave bank per request. A member may apply for additional days from the sick leave bank up to a maximum of thirty (30) additional days per request.

11-2-9 In order to access the sick leave bank, the teacher must agree in writing that in the event the teacher is subsequently deemed eligible for a MainePers Disability retirement and, in fact receives a disability retirement, the teacher must pay back the number of sick leave bank days used, if any, after the effective date of the disability retirement. Those days would be returned to the sick leave bank.

11-3 In the event of absence of a teacher for personal and/or immediate family illness, disability or accident in excess of three (3) consecutive school days, the Superintendent may require the teacher to submit a physician note substantiating inability to be at work. In addition, the Superintendent may require a physician note at any time if potential abuse of sick leave appears evident. The teacher will be made aware, in writing, that the Superintendent may require a doctor's note for all future sick days for the remainder of the school year. Upon request, the District will reimburse for any out of pocket expenses verified by receipts incurred by meeting this requirement.

11-4 In case of injury covered under the Maine Workers' Compensation Act, a teacher will receive from the teacher's accumulated sick leave the difference between the amount of the teacher's regular net pay and the amount received as workers' compensation. The difference shall be charged on a pro rata basis to the teacher's accumulated sick leave and shall cease when the teacher's sick leave is exhausted. A teacher shall refund to the Board any payments received in excess of those permitted herein.

11-5 Parental Leave: Leave for Care of a newborn, Adopted Child, or Foster Child

A teacher may use accumulated sick leave as outlined in paragraph 10-1 of Article X) or available Special Leave (as outlined in paragraph 11-1-3 of Article XI) to care for a newborn child's birth, adoption, or fostering, provided the child is less than five years old. This would be in addition to sick leave that a parent who gives birth may require for their recovery period. If applicable, this benefit shall run concurrently with available state and/or federal family and medical leave (FMLA).

11-6 Parental Leave Bank

11-6-1 In the event that a teacher has exhausted either their accumulated personal sick days (as outlined in paragraph 10-1) or their family illness days (as outlined in paragraph 11-1-3) they may draw additional days from the parental leave bank for their own personal illness or for caring for a sick child.

11-6-2 To qualify for use of the parental leave bank an employee must:

- Be a member of the parental leave bank;
- Have used all of their personal sick leave or family illness days, as applicable; and
- Within the last year: have given birth to a child, have a spouse who gave birth to a child, or have adopted or fostered a child.

11-6-3 Members of the bank will be able to draw up to a total of five (5) days from the bank in a school year as long as they meet the condition specified above in 10-6-2. Advanced approval will not be required.

11-6-4 The bank will be administered by a continuing committee composed of the Superintendent, the Business Manager, President of the Association, and two (2) members designated by the Association. Decisions made by the committee regarding the use of or administration of the bank will be made by a majority vote of the committee. The committee shall report to the Board, the Association, and the employees annually, indicating the use of the parental leave bank. A decision to deny a request for leave from the bank is not arbitrable.

11-6-5 Any teacher who has not elected to join the Parental Leave bank will be able to join the bank during the open enrollment period in May for the following school year and must contribute one (1) sick leave day. Any newly hired teacher shall be provided the opportunity to become a member of the Parental Leave bank and must contribute one (1) sick leave day. The maximum accumulation of days in the bank will be 240 days. Any unused days shall be carried forward to the next year. When the number of days in the bank drops below thirty (30) days all members of the bank shall be assessed one day from their sick leave balance.

## ARTICLE XII

### SPECIAL LEAVE

12-1 Teachers shall be granted the following special leaves with pay during each school year upon written application to the principal:

12-1-1 Five (5) days in each event of death in the teacher's immediate family.

12-1-2 Three (3) days, cumulative, for death(s) of other family relations.

12-1-3 Leave provision (as described in 11-1-3) may be granted to a teacher for the purpose of caring for a new adoptive child.

12-1-4 Two days for personal reasons requiring absence from school. Leaves requested under this section during the opening three (3) days (Orientation Day included) or closing three (3) days of the school year, or the days immediately preceding or following a holiday, will be granted only in unusual circumstances. One of these days may be used for travel before and after a vacation with limitations. The limitations shall be determined by the Superintendent, whose decision is final. Any request to use a personal day to extend a vacation must be made in writing to the Superintendent, who may grant a very limited number per year. Up to two (2) days of unused personal leave may be carried over to the next year but may not result in any more than four (4) days in the aggregate.

If a teacher has used fewer than five (5) leave days of any kind, the Superintendent reserves the right to award more personal days to comply with EPL based upon the limitations articulated in 11-1-4.

12-1-5 The time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceedings if the teacher is required by law to attend, including jury duty. Any payments received by a teacher for attendance at any such proceeding shall be transmitted to the Board, except that a teacher shall not be required to transmit to the Board any payments received for travel.

12-2 No leaves with pay except those specified elsewhere in Article XI shall be granted except on written application 15 days prior to the leave and written approval from the Superintendent.

12-3 No leaves without pay shall be granted except on written application 15 days prior to the leave and written approval from the Superintendent.

12-4 All leaves granted under the provisions of this Article will be in units of full days or half days.

12-5 Written application for leave under Sections 11-2 and 11-3 shall state the dates, reasons, and educational benefit, if applicable, for leave.

The Association shall be consulted by the Superintendent with regards to their recommendation for a school calendar prior to its adoption or for changes after its adoption by the School Board.

## ARTICLE XIII

### EXTENDED LEAVE OF ABSENCE

13-1 The Board agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence for up to two (2) years, without pay, for the purpose of engaging in Association (local, state, national) activities. Upon return from such leave, a teacher will be considered as if they were actively employed by the School Board during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.

13-2 Peace Corps leave will be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years. Peace Corps leave is for one (1) year at a time and the teacher must renew their leave for an additional year.

#### 13-3 Military Leave

13-3-1 Emergency military leave as provided by Maine statutes will be granted, without pay, to any teacher who is inducted or enlists in active military services in time of war or other emergency declared by the proper authority of the State or of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which they would have achieved if they had not taken such leave. Military leave is for one year at a time and the teacher must renew their leave each year thereafter for the duration of the period of such war or other emergency.

13-3-2 Teachers who are members of the National Guard or other authorized state military or naval forces, and those teachers who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties, without net loss of income during periods of annual training not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that such teachers shall have made every reasonable effort to perform such annual training during the period when school is not in session.

13-4 A leave of absence of up to one (1) year, without pay or increment, will be granted for the purpose of caring for a sick member of the teacher's immediate family and such leave may be extended for one (1) year.

13-5 Any teacher whose personal illness extends beyond accumulated sick leave will be granted a leave of absence of up to one (1) year without pay or increment, and such leave may be extended for one (1) year. Request for such leave must be accompanied by a statement from a regularly licensed physician that such leave is necessary. Upon return from such leave, a teacher will be assigned to the same position, if available, or, if not, to a substantially equivalent position.

13-6 A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Regularly appointed teachers who have completed at least three continuous years of service will be granted a leave of absence without pay in order to run for, or serve in, public office.

13-7 Any teacher on a continuing contract may be granted, at the sole discretion of the Board, leave for any reason for a period up to one year without pay or increment. Such leave may be extended for a period up to one year without pay or increment.

13-8 A leave of absence of up to one (1) year, without pay or increment, will be granted to a teacher following birth of the teacher's child or following adoption by the teacher of a child less than six (6) years of age, provided that such leave shall terminate not later than one year following the birth or adoption of the child.

13-9 Unless otherwise indicated in this Article, all extended leaves of absence shall be subject to the following conditions:

13-9-1 Such leaves shall be applied for and granted or denied in writing by the Superintendent.

13-9-2 In the case of a teacher who commences such leave while on a probationary contract, the period of leave shall not be considered in computing the teacher's probationary period, and, upon the return of the teacher from such leave, the probationary contract of the teacher shall be extended for a period of time equal to the period of time remaining on the teacher's contract at the commencement of such leave.

13-9-3 Teachers shall notify the Board within a reasonable length of time before the end of such leave whether or not they will return on schedule to active employment, provided that teachers whose leave is for a period in excess of seven (7) months and is scheduled to terminate on August 31st shall notify the School Board no later than the preceding February 1st whether or not they wish to return to active employment. The contract of a teacher who fails to notify the Board as provided above, may be terminated or not be renewed, it being agreed by the parties to this Agreement that such failure alone shall constitute sufficient, valid and just reason and cause for termination or non-renewal.

13-9-4 Such leaves shall terminate on the last day of the Second Term or on the last day of the Fourth Term as set forth in the School Calendar.

13-9-5 Under this article, with the exception of FMLA, teachers on extended leaves of absence are not eligible for benefits covered by the district and will be offered COBRA coverage. Exceptions may be granted at the sole discretion of the Superintendent.

## ARTICLE XIV

### SABBATICAL LEAVE

14-1 When a fully certified teacher shall have completed not less than seven (7) years of full-time service in Cape Elizabeth schools, and meets the following requirements, they shall be eligible for sabbatical leave for one academic year or two (2) consecutive school terms at one-half of their last scheduled salary paid in biweekly equal installments. This leave must be spent in further study, travel, research or other approvable activity which will be judged beneficial to the teacher and to the school system.

14-2 No more than four (4) teachers and no more than a total of eight (8) terms may be approved for this leave in any one academic year. Notice of intent must be filed with the Superintendent of Schools on or before October 1st in the academic year prior to the year for which leave is requested. Prior to final approval, the teacher must accept an obligation to return to their position, or an alternative position, in the Cape Elizabeth Schools for at least two (2) years. Final approval of application must be made by a screening committee composed of the teacher's principal, their elementary supervisor or department head, the Superintendent of Schools and a member of the School Board to be appointed by the Board. The selected teacher and the Superintendent shall meet to agree upon the specific terms governing the sabbatical leave and said agreement is subject to Board approval. The specific terms as approved by the Board shall be reduced to writing and signed by the Board Chair and the teacher. The Sabbatical Application Form and Guidelines, listed in Appendix C, shall be used to fulfill the requirements of Article XIII and can be found on the District website or requested from the School Department Central Office.

14-3 To facilitate timely recruitment of a suitable replacement teacher, candidates must notify the Superintendent of Schools in writing of their acceptance of the terms of the Sabbatical Leave no later than March 15th of the academic year prior to the year for which leave is requested.

14-4 Candidates shall be entitled to payments for medical insurance, dental insurance and group life insurance pursuant to Sections 15-1, 15-2, and 15-3 of this Agreement but the accumulation of sick leave is not earnable during the Sabbatical Leave. Experience equivalent to the length of the leave will be credited upon completion of the program.

14-5 The payment for each nine (9) credits earned pursuant to Section 15-4 of this Agreement is not applicable to Sabbatical Leave study.

14-6 Failure to complete the planned program for any reason may invalidate the agreement subject to review of the School Board.

## ARTICLE XV

### RETIREMENT PAY

15-1.1.1 Upon retirement after no less than ten consecutive years of teaching in the Cape Elizabeth Schools, a full-time teacher shall receive a single, one-time payment equal to (a). The teacher may elect to have part of this payment calculated as in (b) for the purpose of Retirement calculations, but the total payment will not exceed the amount in (a).

(a) An amount equal to the number of years' service as a teacher in Cape Elizabeth multiplied by two (2) percent of the salary rate for a starting teacher with a B.A. degree effective during the last year of service.

(b) An amount equal to the teacher's daily rate of pay during the last year of service multiplied by the number of days of sick leave the teacher has accrued, up to a maximum of 30 days.

(c) For any teacher who works at least fifty percent (50%) of a regular teacher's work year but less than full time and who meets the time in service requirements set forth in section 14-1 above shall receive this retirement stipend on a prorated basis. The proration shall be determined by averaging the part time teacher's work years during the required ten (10) year period. For example, if the average for the 10-year period is 65%, the part-time teacher will receive the above benefit at the 65% level.

15-2 Notification of retirement plans must be given to the Superintendent not later than February 15th in the year in which the teacher retires. The Board may grant a waiver to this deadline upon receipt of a written request. This retirement payment will be made to the teacher not later than the first paycheck after July 1st.

15-3 Failure to give timely notice of retirement plans may result in lack of funds for retirement benefit and payment may be delayed.

15-4 The term "retirement" in this Article shall mean termination of employment for employees who meet the Maine Public Employees Retirement System (MainePERS) requirements for retirement.

## ARTICLE XVI

### OTHER BENEFITS

16-1 Health Insurance and Cash-in-lieu

16-1-1 Health Insurance:

The Board agrees to pay up to the following amounts each school year towards the cost of a health insurance plan or plans, based upon an employee's eligibility:

2023-2024	2024-2025	2025-2026
86%	86%	86%

of the current year's rates of the MEABT Choice Plus plan or plan with substantially equal coverage to the MEABT Choice Plus plan.

It is understood by both parties that the Board reserves the right to select the insurer as long as substantially equal coverage to the MEABT plans is provided.

If the Board contemplates a change in the health insurance carrier, the Association will be notified and provided with any available information related to the change in possession of the Board. A meet and consult opportunity will be given to the Association's input before a decision to change the carrier is made.

#### 16-1-2 Cash in lieu of health insurance:

A teacher may voluntarily elect to withdraw from their existing health insurance coverage offered by the School Board. For such employees the Board, as an alternative, will contribute an annual payment of \$8200. To receive this benefit the employee must elect this option during the annual benefit open enrollment period for the subsequent contract year. This benefit will be administered in accordance with all applicable provisions of the IRS Code and the Board's Section 125 plans and is a taxable benefit that does not qualify for MainePers. This benefit will be prorated over the course of the year according to the employee's contract period in the regular paycheck and not as a one-time distribution. Employees who currently have district health coverage and are employed less than full-time shall have their benefit prorated to their proportion of full-time employment. New hires that elect to not be covered by the district health insurance plan will also be eligible for the benefit. If an employee desires to reinstate coverage during the contract year due to a qualifying life event as determined by the Internal Revenue Code, Section 125, the benefit will be terminated as of the first month of health coverage.

In order to be eligible for this cash-in-lieu of health insurance benefit, for a particular school year, during open enrollment for that year the employee must sign and return to the School Board a statement attesting that the employee, and all other individuals for who the employee reasonably expects to claim a personal income tax exemption for each tax year that begins or ends during the upcoming school year ("tax family"), will have minimum essential health insurance coverage under another employer's group health plan, other than the Town of Cape Elizabeth School Department, (such as the employee's spouse).

Notwithstanding the forgoing attestation by an employee, no cash in lieu payment will be made to an employee if the School Board knows or has reason to know that the employee or any other member of the employee's extended tax family does not have or will not have coverage under another employer's group health plan during the school year in question. The School Board reserves the right in its sole discretion to require additional documentation of other group health insurance coverage from the employee, such as certificate of coverage from the other employer's group health plan, in order for an employee to be eligible for cash in lieu. Employees will be required to provide a new, signed attestation statement each year during open enrollment in order to be eligible for new cash in lieu payment.

Married couples who both work for the Cape Elizabeth School Department who currently use this benefit can continue to do so. All others are not eligible for this benefit.

16-2 Beginning September 1st, 2025, the Board agrees to pay 86% of the cost of a single plan per school year toward the cost of a group dental plan consisting of the MSMA Dental Plans, provided that the Board reserves the right to institute a new program of insurance providing benefits substantially equal to or superior to those referred to herein. Entitlement applies to those belonging to the Cape Elizabeth group.

16-3 Beginning September 1st, 2024, the Board shall pay the premium towards one times the basic earnings of the employee up to \$50,000 per school year of the Maine Public Employees Retirement Group Life and Accidental Death and Dismemberment Insurance to which the employee is entitled.



#### 16-4 Course Reimbursement

A. The Board agrees to reimburse any teacher for the cost of course work that is associated with teacher professional growth and approved in advance by the Superintendent. Reimbursement will be provided for tuition, texts and all fees up to the total cost per credit hour for tuition and generally applicable fees at the University of Maine at Orono rate plus 20%. These costs will be determined at the time of participation and shall be approved by the Superintendent.

B. Anticipated use of this benefit shall be communicated in writing by the teacher to the Superintendent prior to February 1st preceding the use of this benefit. Requests submitted after the February 1st deadline will be considered for reimbursement in the year the course is taken, but reimbursement may be deferred to the fiscal year after the year in which the course is taken.

C. Reimbursement shall not be made for any courses taken during the summer recess if the teacher resigns from employment prior to or within ninety (90) work days of the immediate school year.

D. The maximum number of credit hours to be reimbursed in any year shall not exceed nine (9) credit hours. The Superintendent is authorized to review course reimbursement requests that are above the 9-credit limit on a case by case basis. In all situations, the decision of the Superintendent is final and is not subject to the grievance procedure. Additional reimbursement in a given year is intended for, but is not limited to the following reasons: (1) financial need; (2) planned program requirements.

#### 16-4-1 Third Party Billing

A. As an alternative to the above reimbursement procedure, the Board shall provide any teacher who complies with the above approval procedures for course reimbursement the option of receiving an educational loan or advancement to any accredited college or university for a direct advance payment ("third party billing"). The Superintendent shall make arrangements at the employee's request with any accredited college or university for a procedure for third-party billing for the educational loan or advancement, provided a third-party billing option is available. Third party billing is not allowable for the payment of any courses exceeding nine (9) credit hours per school year.

B. In the event that any employee who has used this advance payment procedure fails to successfully complete the course(s) or to provide written verification of successful completion within sixty (60) days from the ending date of the course, the employee shall reimburse the Board the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the Board by the employee shall be made by payroll deductions in six (6) consecutive payments. Full payment may be made to the business office at any time.

C. Should the employee cease employment with the Board, the amount remaining due shall be paid in full from the employee's final pay.

D. The employee must sign the educational loan/advancement (payroll deduction) form referenced in Appendix C prior to the implementation of direct third-party billing by the School Department Central Office.

16-5 Dues Deduction - The Board agrees to deduct from the teachers' salaries money for local, state and national education Association membership dues upon written authorization of the teacher, in twenty-six equal installments. The deductions shall continue from year to year unless the teacher gives written notice to the Superintendent and the Association during the first two weeks of September of the given year of membership termination. The effective date for termination of the deduction shall be the first payday after September 1st. The Association shall indemnify and save the Board harmless against all claims and deductions of said dues and remitting the same pursuant to this Article.

#### 16-5-1 Faculty Association:

(a) To be responsible for all phases of enrollment that includes receipt, distribution, processing and return of MEA applications to Augusta.

(b) To establish a biweekly deduction amount that prevails at the same rate for all members for 26 paydays. The biweekly deduction shall always be divisible by 10 to avoid fractional cent problems in accounting.

(c) To notify the Superintendent annually, prior to August 1st, of the biweekly deduction amount for the next school year.

(d) To provide the Superintendent with either a completed copy of the enrollment blank or an alphabetical listing for all members requiring payroll deductions, prior to the last Friday in September. This cut-off date will allow for enrollment of new teachers as well as re-enrollment of present staff. It should be noted that the second paycheck of the year will have a double deduction for dues to make up for the missed deduction on the first September paycheck. The remaining 24 paychecks will reflect a constant dues deduction.

(e) To be responsible for refunding over collection or collection of under deductions for dues to and/or from members of the Association.

#### 16-5-2 Superintendent's Office:

(a) To establish a deduction account for dues in the amount prescribed by the Association for each participating member of the Association.

(b) To remit to the Treasurer of the Association a check for the total of monthly deductions. This check will be issued the first week following the month of deductions. Accompanying the check will be a copy of the biweekly computer payroll deduction register showing the name of each member and the amount deducted from his/her check.

(c) To accelerate deductions for dues in the case of teachers receiving a terminal check when separated prior to the end of the school year in order to ensure deduction of the balance of dues owed.

IV. To include in the standard payroll deduction authorization form, issued to each teacher, a check-off space authorizing the Superintendent to deduct biweekly dues.

#### 16-6 National Board Certification

16-6-1 Candidates for National Board Certification will apply for outside funding if available. The District will reimburse all other approved out-of-pocket expenses associated with the application. The District will only fund three (3) applications per year. Additional applications will be considered by the Superintendent provided the Superintendent determines that additional funds are available. The maximum total reimbursement amount will not exceed \$2800 (including grant money). The District will recognize a National Board Certified teacher with an annual stipend (to be paid at the end of the school year) in the amount of: \$1000.00.

16-7-1 Effective September 1, 2008, all teachers shall have their payroll compensation directly deposited to the bank or financial institution of their choice, unless they have requested and received an exception in writing from the Business Manager.

16-7-2 At such time that electronic direct deposit records become available, those records shall be provided to employees via their district-provided e-mail account.

#### 16-8 Section 125 Plan

16-8-1 The School Board will offer a Section 125 premium-offset plan which would provide a tax-sheltered opportunity for employees to pay for health and dental insurance premiums.

16-8-2 The School Board will offer as benefits under the Section 125 Plan through a party chosen by the Board, a Medical Care Reimbursement Plan and a Dependent Care Reimbursement Plan. The per account/per month administrative fee(s) shall be paid by the individual participant utilizing one or both of the separate benefit plans under the Cafeteria Plan.

16-9-2 Building administrators will ensure that all teachers shall have a minimum of twenty-five (25) minutes free from duty for lunch unless under extraordinary circumstances.

# ARTICLE XVII

## CONTRACT NOTIFICATION

17-1 All teachers shall be notified of their contract status as follows:

Co-Curricular Activities - All: As soon as practicable.

Athletic Activities - Fall: As soon as practicable.

Athletic Activities - Winter/Spring: As soon as practicable.

(Notification with respect to the Athletic Fee Schedule in Article VII constitutes an intention or an indication that in the event these positions are to be filled, the particular teacher so notified will be assigned to the position, if the particular teacher desires it.)

17-2 The Board and the Association agree that the Board at its sole discretion may lengthen the school day or the school year. However, the Board shall provide written notice to the Association prior to lengthening of the school day or school year and shall consider any information provided to the Board on a timely basis by the Association.

# ARTICLE XVIII

## VACANCIES AND TRANSFERS

18-1 Whenever a vacancy occurs or a new teaching position is added, the position will be posted internally by emailing all staff a copy of the posting at the same time the position is posted externally. Any internal candidate who applies for an open position, and has the appropriate certification, will be granted an interview.

18-2 Teachers who desire a change in grade and/or subject assignment or building assignment shall file a written statement of request for the transfer and the reasons therefore with the Superintendent by February 1st. The failure to provide such a request by February 1 shall not exclude a teacher from consideration for any posted vacancy. Teachers who have submitted a request for transfer must still apply to be considered for an available vacancy.

18-3 In the determination of requests for voluntary reassignments and/or transfer, the application of the individual teacher will be considered, but the final decision shall remain with the Board and its agents.

18-4 The teacher whose request has been denied shall upon request be entitled to an informal conference with the Superintendent to discuss the reasons for the denial.

18-5 Prior to making any involuntary transfer the Superintendent or designee may consider whether there is an equally or more qualified volunteer available to fill said position.

18-6 The affected teacher will be provided the opportunity to meet with the principal and the appropriate team leader or department chair to be given an explanation and an opportunity to be heard. The affected teacher may also request a meeting with the Superintendent to discuss the proposed transfer.

18-7 In determining qualifications the Superintendent shall consider the needs of the system, but the final decision with respect to transfers shall remain with the Board and its agents.

18-8 Notice of an involuntary transfer shall be given to teachers as soon as practicable, and in all cases not less than two (2) weeks prior to the transfer.

18-9 Teachers with new assignments will be given preference for professional development and training to prepare for student needs.

# ARTICLE XIX

## ELIMINATION OF TEACHING POSITIONS

19-1 If the Board is contemplating the elimination of any bargaining unit positions, it (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.

19-2 A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration unless arbitration is invoked to determine whether or not the Board has abided by the provisions of this Article.

19-3 In the event that the Board decides to eliminate any bargaining unit position, it shall give the Association prompt written notice of the positions to be eliminated.

19-4 In the event it becomes necessary for the Board to eliminate a teaching position at any time for any reason, the following procedure shall be utilized.

19-4-1 The teachers shall be divided into the following grade groupings and specialties (each hereinafter called a "cluster"):

- 1) K - 4
- 2) 5-8
- 3) 9-12 (science, mathematics, world language, English and social studies)
- 4) Special Education K-12
- 5) Physical Education/Health K-12
- 6) Art K-12
- 7) Music K-12
- 8) Speech K-12
- 9) Technology K-12
- 10) Nurse Educators K-12
- 11) Librarians K-12
- 12) Guidance K-12
- 13) Social Workers K-12
- 14) World Language K-8
- 15) Occupational Therapists K-12

## 16) Physical Therapists K-12

## 17) Psychologists K-12

19-4-2 If the teaching position to be eliminated is in the 9-12 cluster, then all the positions within the department (i.e., science, mathematics, world language, English and social studies) wherein the particular position is to be eliminated are to be regarded as the impacted cluster.

19-4-3 Once the impact area is resolved, the least senior teacher in an impact area shall be laid off except the least senior teacher in an impact area may be retained and a more senior teacher laid off when the least senior teacher has more qualifications and more ability than a more senior teacher relative to the programs to be offered. Such a comparison shall be made in the inverse order of seniority. In such an instance, the first teacher who has fewer qualifications and abilities than the least senior teacher shall be the teacher laid off.

19-4-3-1 Qualifications and abilities shall be determined by certification, training (non-degree study courses, workshops, etc.) which meets the program need in the impact area, advance degrees in the program need area, overall summative rating (based upon the last completed summative evaluation), and experience including such factors as: skills, management ability, supervisory ability, interpersonal skills and organization.

19-4-4 The application of abilities and qualifications referred to in 18-4-3-1 above, shall be determined by the Superintendent.

19-5 In any arbitration properly invoked in connection with this Article, the arbitrator shall not substitute their judgment for that of the Board, but shall be limited to determining only whether, on the evidence presented, a reasonable person could have come to the decision reached by the Board. The arbitrator shall have no authority to revoke or modify the decision of the Board unless the decision was clearly arbitrary and capricious.

19-6 It is understood that this Article relates only to termination of teachers' contracts resulting from elimination of teaching positions and does not relate to or affect the Board's statutory authority to dismiss teachers or not to renew teachers' contracts.

19-7 A teacher who is to be laid off shall receive at least ninety (90) calendar days' notice of layoff in writing. A copy of the notice of layoff shall be simultaneously sent to the Association.

19-8 A teacher who receives notice of a layoff shall be granted one (1) paid day leave of absence to apply and/or interview for other employment.

19-9 A teacher who has been laid off shall be eligible to continue in the Group F plan pursuant to COBRA regulations.

## 19-10 Recall

(a) A teacher with continuing contract status who is laid off shall be eligible for consideration for recall for two (2) years from the effective date of the teacher's layoff. A teacher eligible for recall consideration shall retain the right to reemployment in any available position within the teacher's impact area for which the teacher is qualified, pursuant to section 18-4-3-1 above, and interested, prior to the employment of new hires. If a teacher is offered reemployment in accordance with these terms and refuses, the teacher shall forfeit further eligibility for recall consideration. It shall be the responsibility of the teacher to keep the Superintendent notified of the teacher's current mailing address.

(b) All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, accumulated seniority, and credits toward sabbatical eligibility, shall be restored upon return to active employment.

# ARTICLE XX

# SENIORITY

20-1 The Board shall maintain seniority lists for all teachers on continuing contract. The lists shall be updated on the 15th day of September; unless the Association shall advise the Superintendent of any error in the lists within 15 days after they have been established or updated or unless a Board approved teacher transfer within the system occurs in the school year, the lists shall be binding for the remainder of the contract year. Separate lists shall be maintained for teachers in the following grade groupings and specialties (each hereinafter called a "cluster"):

- 1) K-4
- 2) 5-8
- 3) 9-12 (science, mathematics, world language, English and social studies)
- 4) Special Education K-12
- 6) Physical Education/Health K-12
- 6) Art K-12
- 7) Music K-12
- 8) Speech K-12
- 9) Technology K-12
- 10) Nurse Educators K-12
- 11) Librarians K-12
- 12) Guidance K-12
- 13) Social Workers K-12
- 14) World Language K-8
- 15) Occupational Therapists K-12
- 16) Physical Therapists K-12
- 17) Psychologists K-12

20-2 The teacher with the longest continuous service as a teacher in the Cape Elizabeth School System shall be the first on the list. Service shall be deemed to have commenced when the teacher signs their individual contract with the Cape Elizabeth School Department. Seniority shall not be broken by leaves taken under Article X, XI, XII or XIII of the Agreement.

However, a teacher who commences a leave subsequent to September 1, 1981, pursuant to Article XII shall accrue no seniority for the duration of said leave. Seniority shall not be broken when an individual leaves the bargaining unit and is employed as an administrator within the Cape Elizabeth School Department, but such individual shall accrue no additional seniority during the period of time so employed.

20-3 In the event that two or more teachers commenced continuous service on the same date the following shall determine which is the most senior teacher:

(a) The greater number of years of professional teaching experience with the Cape Elizabeth and any other school system; if after the application of this criteria two teachers shall have equal seniority;

(b) The greater number of years of full-time work with the Cape Elizabeth School System.

20-4-1 A teacher who is transferred or retransferred from one cluster to another by the Board shall be inserted in the seniority list of the cluster to which the teacher was transferred with full recognition of the seniority previously attained and shall be removed from the list of the cluster from which the teacher was transferred.

20-4-2 A teacher who is transferred, assigned or volunteers to move out of a defined cluster into a specialist area in an undefined cluster shall, for a period of three (3) years, remain in the seniority list of their prior defined cluster with full recognition of the seniority attained. In the event of a reduction in force in the teacher's undefined cluster, that teacher shall be permitted to bump back into their prior defined cluster for a period of three (3) years.

## ARTICLE XXI

### TEACHER EVALUATION POLICY

21-1 Teachers shall be evaluated by administrators designated by the Board as deemed necessary by the Board, in accordance with the Educator Performance Evaluation and Professional Growth System adopted March 10, 2020.

21-2 No evaluation shall be submitted to the central office, placed in the employee's personnel file, or otherwise acted upon or without prior conference with the employee.

21-3 The employee shall have the right to submit a written response to their evaluation, which shall be attached to the evaluation and placed in their personnel file.

21-4 Any evaluation that is less than satisfactory will be accompanied by written, specific recommendations for improvement, with a commitment for direct assistance in implementing such recommendations.

## ARTICLE XXII

### PERSONNEL FILE

22-1 The employer shall maintain, for official purposes, one (1) personnel file for each employee. This file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the individual's employment.

22-2 A teacher shall have the right, upon request, to review the contents of their personnel file except for any confidential material prohibited by law. A teacher is entitled to receive copies of such materials except those prohibited by law.

22-3 No material derogatory to a teacher's conduct, service, character, or personality shall be placed in their personnel file until the teacher has had an opportunity to review the materials. The teacher shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written response to such material which will then be attached to the file copy.

# ARTICLE XXIII

## EFFECTIVE DATE AND DURATION

23-1 This Agreement constitutes Board policy for the term of said Agreement and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

23-2 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

23-3 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Maine.

23-4 If any provision of this Agreement, or any application of this Agreement to any teacher covered hereby shall be found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

23-5 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, supervision and direction of the certified staff are vested exclusively in the Board.

23-6 This Agreement shall remain in full force and effect from September 1, 2020 to August 31, 2023, at which time it shall expire.

23-7 This Agreement constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining, except upon mutual written agreement of the parties.

23-8 Compensation and benefits for teachers pursuant to the provisions of Articles VI, X, XI, XII, XIV, and XV will be prorated by the Board for teachers who are employed for less than full-time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective presidents.

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Chair, Cape Elizabeth School Board President, Cape Elizabeth Education Association

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Date Date

## APPENDIX A

### SALARY SCHEDULE

2023-2024

Base salary increase is 6.0%



### 183 Days

Year	BA	BA+30	MA	MA+30	Doctorate
0	\$48,088	\$50,973	\$53,859	\$57,705	\$61,552
1	\$49,532	\$52,658	\$55,302	\$59,149	\$62,996
2	\$50,974	\$54,100	\$56,745	\$60,592	\$64,438
3	\$52,417	\$55,543	\$58,188	\$62,034	\$65,881
4	\$54,773	\$57,899	\$60,544	\$64,391	\$68,238
5	\$57,129	\$60,255	\$62,899	\$66,746	\$70,593
6	\$59,485	\$62,611	\$65,256	\$69,102	\$72,949
7	\$61,844	\$64,970	\$67,614	\$71,461	\$75,308
8	\$64,199	\$67,325	\$69,970	\$73,816	\$77,663
9	\$66,554	\$69,680	\$72,325	\$76,172	\$80,018
10	\$68,912	\$72,038	\$74,682	\$78,529	\$82,376
11	\$71,266	\$74,392	\$77,037	\$80,883	\$84,730
12	\$73,623	\$76,749	\$79,394	\$83,241	\$87,087
13	\$75,982	\$79,108	\$81,753	\$85,599	\$89,446
14	\$77,181	\$80,307	\$84,106	\$87,952	\$91,799
15	\$78,383	\$81,509	\$85,308	\$90,309	\$94,156
16	\$78,865	\$81,991	\$85,790	\$90,791	\$94,638
17	\$79,345	\$82,471	\$86,270	\$91,271	\$95,118
18	\$79,826	\$82,952	\$86,751	\$91,753	\$95,599
19	\$80,308	\$83,434	\$87,233	\$92,234	\$96,081
20	\$81,510	\$84,636	\$88,435	\$93,917	\$97,764
21	\$81,992	\$85,118	\$88,917	\$94,399	\$98,246
22	\$82,472	\$85,598	\$89,397	\$94,880	\$98,726
23	\$82,952	\$86,078	\$89,877	\$95,360	\$99,206
24	\$83,435	\$86,561	\$90,360	\$95,842	\$99,689
25	\$83,915	\$87,041	\$90,840	\$96,322	\$100,169

### APPENDIX A SALARY SCHEDULE

# 2024-2025

Base salary increase is 5.0%

### 183 Days

Year	BA	BA+30	MA	MA+30	Doctorate
0	\$50,492	\$53,522	\$56,552	\$60,591	\$64,630

1	\$52,008	\$55,291	\$58,067	\$62,107	\$66,146
2	\$53,523	\$56,805	\$59,582	\$63,621	\$67,660
3	\$55,038	\$58,320	\$61,097	\$65,136	\$69,175
4	\$57,512	\$60,794	\$63,571	\$67,610	\$71,649
5	\$59,985	\$63,267	\$66,044	\$70,083	\$74,122
6	\$62,459	\$65,742	\$68,519	\$72,558	\$76,597
7	\$64,936	\$68,218	\$70,995	\$75,034	\$79,073
8	\$67,409	\$70,691	\$73,468	\$77,507	\$81,546
9	\$69,882	\$73,164	\$75,941	\$79,980	\$84,019
10	\$72,357	\$75,639	\$78,416	\$82,455	\$86,495
11	\$74,829	\$78,111	\$80,888	\$84,927	\$88,967
12	\$77,305	\$80,587	\$83,364	\$87,403	\$91,442
13	\$79,781	\$83,063	\$85,840	\$89,879	\$93,918
14	\$81,040	\$84,322	\$88,311	\$92,350	\$96,389
15	\$82,302	\$85,584	\$89,573	\$94,824	\$98,863
16	\$82,808	\$86,091	\$90,080	\$95,331	\$99,370
17	\$83,313	\$86,595	\$90,584	\$95,835	\$99,874
18	\$83,818	\$87,100	\$91,089	\$96,340	\$100,379
19	\$84,323	\$87,605	\$91,594	\$96,845	\$100,885
20	\$85,585	\$88,867	\$92,856	\$98,613	\$102,652
21	\$86,092	\$89,374	\$93,363	\$99,119	\$103,158
22	\$86,596	\$89,878	\$93,867	\$99,624	\$103,663
23	\$87,100	\$90,382	\$94,371	\$100,128	\$104,167
24	\$87,606	\$90,889	\$94,878	\$100,634	\$104,673
25	\$88,111	\$91,393	\$95,382	\$101,138	\$105,177

APPENDIX A SALARY SCHEDULE

2025-2026

Base salary increase is 5.0%

183 Days

Year	BA	BA+30	MA	MA+30	Doctorate
0	\$53,017	\$56,198	\$59,379	\$63,620	\$67,861
1	\$54,609	\$58,055	\$60,971	\$65,212	\$69,453
2	\$56,199	\$59,646	\$62,561	\$66,802	\$71,043

3	\$57,790	\$61,236	\$64,152	\$68,393	\$72,634
4	\$60,388	\$63,834	\$66,750	\$70,991	\$75,232
5	\$62,984	\$66,431	\$69,347	\$73,588	\$77,829
6	\$65,582	\$69,029	\$71,944	\$76,185	\$80,426
7	\$68,183	\$71,629	\$74,545	\$78,786	\$83,027
8	\$70,779	\$74,226	\$77,141	\$81,382	\$85,623
9	\$73,376	\$76,822	\$79,738	\$83,979	\$88,220
10	\$75,975	\$79,421	\$82,337	\$86,578	\$90,819
11	\$78,571	\$82,017	\$84,933	\$89,174	\$93,415
12	\$81,170	\$84,616	\$87,532	\$91,773	\$96,014
13	\$83,770	\$87,216	\$90,132	\$94,373	\$98,614
14	\$85,092	\$88,538	\$92,727	\$96,968	\$101,209
15	\$86,417	\$89,863	\$94,052	\$99,565	\$103,807
16	\$86,949	\$90,395	\$94,584	\$100,097	\$104,338
17	\$87,478	\$90,924	\$95,113	\$100,627	\$104,868
18	\$88,009	\$91,455	\$95,643	\$101,157	\$105,398
19	\$88,539	91,986	\$96,174	\$101,688	\$105,929
20	\$89,865	\$93,311	\$97,499	\$103,544	\$107,785
21	\$90,396	\$93,843	\$98,031	\$104,075	\$108,316
22	\$90,926	\$94,372	\$98,560	\$104,605	\$108,846
23	\$91,455	\$94,901	\$99,090	\$105,134	\$109,375
24	\$91,987	\$95,433	\$99,622	\$105,666	\$109,907
25	\$92,516	\$95,963	\$100,151	\$106,195	\$110,436

APPENDIX B1

ATHLETIC STIPENDS

Middle School

	2.25%	2.25%	2.25%
Position	2023-2024	2024-2025	2025-2026
Baseball 7th	\$2,536	\$2,593	\$2,651
Baseball 8th	\$2,536	\$2,593	\$2,651

Basketball 7th Boys	\$2,706	\$2,766	\$2,829
Basketball 7th Girls	\$2,706	\$2,766	\$2,829
Basketball 8th Boys	\$2,706	\$2,766	\$2,829
Basketball 8th Girls	\$2,706	\$2,766	\$2,829
Basketball Exp Boys	\$2,114	\$2,161	\$2,210
Basketball Exp Girls	\$2,114	\$2,161	\$2,210
Cross Country 7,8 Boys	\$1,775	\$1,815	\$1,856
Cross Country 7,8 Girls	\$1,775	\$1,815	\$1,856
Field Hockey 7th	\$2,198	\$2,248	\$2,298
Field Hockey 8th	\$2,198	\$2,248	\$2,298
Indoor Track	\$2,114	\$2,161	\$2,210
Lacrosse 7th Boys	\$2,536	\$2,593	\$2,651
Lacrosse 7th Girls	\$2,536	\$2,593	\$2,651
Lacrosse 8th Boys	\$2,536	\$2,593	\$2,651
Lacrosse 8th Girls	\$2,536	\$2,593	\$2,651
Nordic Ski	\$1,775	\$1,815	\$1,856
Soccer 7th Boys	\$2,198	\$2,248	\$2,298
Soccer 7th Girls	\$2,198	\$2,248	\$2,298
Soccer 8th Boys	\$2,198	\$2,248	\$2,298
Soccer 8th Girls	\$2,198	\$2,248	\$2,298
Softball 7th	\$2,536	\$2,593	\$2,651
Softball 8th	\$2,536	\$2,593	\$2,651
Swimming 7,8 boys'	\$1,713	\$1,751	\$1,791
Swimming 7,8 girls'	\$1,713	\$1,751	\$1,791
Tennis 7,8	\$2,114	\$2,161	\$2,210
Tennis Asst	\$1,584	\$1,619	\$1,656
Track 7th	\$2,220	\$2,270	\$2,321
Track 8th	\$2,220	\$2,270	\$2,321

APPENDIX B1

ATHLETIC STIPENDS  
 High School

	2.25%	2.25%	2.25%
Position	2023-2024	2024-2025	2025-2026
Alpine	\$4,057	\$4,149	\$4,242

	2.25%	2.25%	2.25%
Position	2023-2024	2024-2025	2025-2026
Baseball JV	\$4,735	\$4,842	\$4,951
Baseball Varsity	\$5,748	\$5,878	\$6,010
Basketball JV Boys	\$5,918	\$6,051	\$6,188
Basketball JV Girls	\$5,918	\$6,051	\$6,188
Basketball Varsity Boys	\$7,186	\$7,348	\$7,513
Basketball Varsity Girls	\$7,186	\$7,348	\$7,513
Cross Country Head	\$4,481	\$4,582	\$4,685
Cross Country Asst.	\$2,989	\$3,056	\$3,125
Field Hockey JV	\$4,018	\$4,109	\$4,201
Field Hockey Varsity	\$4,880	\$4,990	\$5,102
Football Asst	\$4,122	\$4,214	\$4,309
Football Asst	\$4,122	\$4,214	\$4,309
Football Varsity	\$5,839	\$5,971	\$6,105
Golf	\$3,720	\$3,804	\$3,889
Ice Hockey Boys' Asst	\$4,755	\$4,862	\$4,971
Ice Hockey Boys Varsity	\$6,342	\$6,484	\$6,630
Ice Hockey Girls Varsity	\$6,342	\$6,484	\$6,630
Ice Hockey Girls' Asst	\$4,755	\$4,862	\$4,971
Indoor Track Asst	\$2,747	\$2,809	\$2,872
Indoor Track Asst	\$2,747	\$2,809	\$2,872
Indoor Track Head	\$4,640	\$4,745	\$4,851
Lacrosse Boys JV	\$4,341	\$4,438	\$4,538
Lacrosse Boys Varsity	\$5,192	\$5,309	\$5,429
Lacrosse Girls JV	\$4,341	\$4,438	\$4,538
Lacrosse Girls Varsity	\$5,192	\$5,309	\$5,429
Nordic Ski	\$4,509	\$4,611	\$4,714
Outdoor Track Asst	\$3,064	\$3,133	\$3,204
Outdoor Track Asst	\$3,064	\$3,133	\$3,204
Outdoor Track Head	\$4,927	\$5,038	\$5,152
Soccer JV Boys	\$4,018	\$4,109	\$4,201
Soccer JV Girls	\$4,018	\$4,109	\$4,201
Soccer Varsity Boys	\$4,880	\$4,990	\$5,102
Soccer Varsity Girls	\$4,880	\$4,990	\$5,102
Softball JV	\$4,735	\$4,842	\$4,951
Softball Varsity	\$5,748	\$5,878	\$6,010

APPENDIX B1

ATHLETIC STIPENDS

High School (continued)

	2.25%	2.25%	2.25%
Position	2023-2024	2024-2025	2025-2026
Swim Asst	\$4,629	\$4,733	\$4,839
Swim Head	\$7,275	\$7,439	\$7,606
Tennis Asst	\$2,726	\$2,787	\$2,850
Tennis Boys Varsity	\$4,987	\$5,099	\$5,214
Tennis Girls Varsity	\$4,987	\$5,099	\$5,214
Volleyball	\$4,880	\$4,990	\$5,102
Volleyball JV	\$4,018	\$4,109	\$4,201

APPENDIX B2

CO-CURRICULAR STIPENDS

		2.25%	2.25%	2.25%
	Position	2023-2024	2024-2025	2025-2026
Elementary				
	Chorus (grade 4)	\$317	\$324	\$331
	Elementary Robotics	\$705	\$720	\$737
Middle School				
	Chewonki Coordinator	\$792	\$810	\$828
	Chorus (7-8)	\$441	\$451	\$461
	Debate	\$1,322	\$1,352	\$1,382
	Drama (5-8)	\$5,338	\$5,459	\$5,581
	Drama Asst	\$1,707	\$1,745	\$1,784
	Environmental Club	\$1,762	\$1,801	\$1,842
	Instr Music (5-8)	\$1,762	\$1,801	\$1,842
	Math Team (5-6)	\$880	\$900	\$920

	Math Team (7-8)	\$880	\$900	\$920
	Publishing Studio	\$1,409	\$1,441	\$1,473
	Performance Center Director	\$2,202	\$2,252	\$2,303
	Robotics (5-6)	\$968	\$990	\$1,012
	Robotics (7-8)	\$968	\$990	\$1,012
	Speech	\$1,322	\$1,352	\$1,382
	Student Council (5-8)	\$3,523	\$3,602	\$3,683
	Variety Show (5-8)	\$617	\$630	\$645
	Yearbook (5-8)	\$1,409	\$1,441	\$1,473
High School				
	Booktalk	\$528	\$539	\$552
	Debate	\$3,012	\$3,080	\$3,149
	Drama Performance-Fall	\$5,108	\$5,223	\$5,341
	Drama Performance-Spring	\$5,108	\$5,223	\$5,341
	Environmental Club	\$494	\$505	\$516
	Freshman Advisor	\$1,268	\$1,296	\$1,326
	Gay Straight Alliance	\$212	\$216	\$221
	Interact/Volunteer Club	\$863	\$882	\$902
	Jazz Band I	\$5,725	\$5,854	\$5,985
	Jazz Band II	\$3,875	\$3,962	\$4,052
	Jazz Band III	\$1,232	\$1,260	\$1,288
	Jazz Combo I & II	\$4,844	\$4,953	\$5,064
	Junior Class Advisor	\$1,762	\$1,801	\$1,842
	Literary Magazine	\$1,762	\$1,801	\$1,842
	Math Team	\$3,875	\$3,962	\$4,052
	Mock Trial	\$4,387	\$4,485	\$4,586

## APPENDIX B2

### CO-CURRICULAR STIPENDS

		2.25%	2.25%	2.25%
		2023-2024	2024-2025	2025-2026
High School (continued)				
	Literary Magazine	\$1,762	\$1,801	\$1,842

	Math Team	\$3,875	\$3,962	\$4,052
	Mock Trial	\$4,387	\$4,485	\$4,586
	Musical Director	\$2,554	\$2,612	\$2,670
	National Honor Society	\$1,409	\$1,441	\$1,473
	Natural Helpers	\$3,786	\$3,872	\$3,959
	Reserve Fund-Nationals/World Championships	\$1,216	\$1,243	\$1,271
	Robotics Team (per position)	\$968	\$990	\$1,012
	Science Olympiad	\$1,409	\$1,441	\$1,473
	Senior Class Advisor	\$1,762	\$1,801	\$1,842
	Senior to Senior	\$1,101	\$1,126	\$1,151
	Sophomore Class Advisor	\$1,268	\$1,296	\$1,326
	Speech Team	\$7,186	\$7,348	\$7,513
	Speech Team Asst	\$1,268	\$1,296	\$1,326
	Student Advisory Council	\$705	\$720	\$737
	Technical Director (set design)	\$2,378	\$2,432	\$2,487
	Theater Assistant	\$2,641	\$2,701	\$2,761
	Theater Class Productions	\$2,484	\$2,540	\$2,597
	Theater Management	\$1,322	\$1,352	\$1,382
	Visual Arts (1st semester)	\$739	\$756	\$773
	Visual Arts (2nd semester)	\$739	\$756	\$773
	World Affairs Council/Model UN	\$5,002	\$5,115	\$5,230
	Yearbook	\$8,096	\$8,278	\$8,465
District-wide				
	Webmaster	\$2,202	\$2,252	\$2,303
	Cape Olympians	\$3,927	\$4,016	\$4,106
	Soccer	\$388	\$396	\$405
	Basketball	\$458	\$468	\$479
	Spring Events	\$1,163	\$1,189	\$1,215
	Bowling	\$245	\$251	\$257
	Swimming	\$317	\$324	\$331
	Winter Events	\$1,357	\$1,387	\$1,419



# APPENDIX B3

## ADMINISTRATIVE STIPENDS

		2.25%	2.25%	2.25%
		2023-2024	2024-2025	2025-2026
Certification Committee				
	At-Large Representative	\$2,648	\$2,708	\$2,769
	High School Representative	\$2,648	\$2,708	\$2,769
	Middle School Representative	\$2,648	\$2,708	\$2,769
	Pond Cove Representative	\$2,648	\$2,708	\$2,769
		2.25% 2023-2024	2.25% 2024-2025	2.25% 2025-2026
Mentors		\$1,761	\$1,800	\$1,841
Evaluation Committee		\$1,620	\$1,656	\$1,693
		2.25% 2023-2024	2.25% 2024-2025	2.25% 2025-2026
Proficiency-based Education (PBE) Committee		\$597	\$611	\$624
Elementary School		2.25% 2023-2024	2.25% 2024-2025	2.25% 2025-2026
	Instructional & Organizational Team co-Leaders Special Services	\$1,898	\$1,940	\$1,984
	Instructional & Organizational Team co-Leaders Special Services	\$1,898	\$1,940	\$1,984
	Instructional Team Leader 1	\$2,631	\$2,690	\$2,751
	Instructional Team Leader 2	\$2,631	\$2,690	\$2,751
	Instructional Team Leader 3	\$2,631	\$2,690	\$2,751
	Instructional Team Leader 4	\$2,631	\$2,690	\$2,751
	Instructional Team Leader Allied Arts	\$2,631	\$2,690	\$2,751
	Instructional Team Leader K	\$2,631	\$2,690	\$2,751
	Organizational Team Leader 1	\$1,165	\$1,191	\$1,218
	Organizational Team Leader 2	\$1,165	\$1,191	\$1,218
	Organizational Team Leader 3	\$1,165	\$1,191	\$1,218

	Organizational Team Leader 4	\$1,165	\$1,191	\$1,218
	Organizational Team Leader Allied Arts	\$1,165	\$1,191	\$1,218
	Administrative Stipends	2.25%	2.25%	2.25%
		2023-2024	2024-2025	2025-2026
Elementary School (continued)				
	Organizational Team Leader K	\$1,165	\$1,191	\$1,218
	Student Support Team Member	\$1,165	\$1,191	\$1,218
	Student Support Team Member	\$1,165	\$1,191	\$1,218
	Student Support Team Member	\$1,165	\$1,191	\$1,218
	Student Support Team Member	\$1,165	\$1,191	\$1,218
	Student Support Team Member	\$1,165	\$1,191	\$1,218
	Student Support Team Member	\$1,165	\$1,191	\$1,218

Middle School				
	Student Support Team Leader	\$3,287	\$3,361	\$3,437
	Student Support Team Members (max amt)	\$4,755	\$4,862	\$4,971
	Team Facilitator - Allied Arts	\$3,287	\$3,361	\$3,437
	Team Leader 5	\$3,287	\$3,361	\$3,437
	Team Leader 6	\$3,287	\$3,361	\$3,437
	Team Leader 7	\$3,287	\$3,361	\$3,437
	Team Leader 8	\$3,287	\$3,361	\$3,437
	Team Leader Special Services (5-8)	\$3,287	\$3,361	\$3,437
	Team Leader World Language	\$3,287	\$3,361	\$3,437
	Curriculum Leaders: 4 positions @each	\$1,620	\$1,656	\$1,693
High School				
	Dept Head Arts & Technology	\$3,796	\$3,881	\$3,968
	Dept Head English	\$3,796	\$3,881	\$3,968
	Dept Head Foreign Language	\$3,796	\$3,881	\$3,968
	Dept Head Guidance	\$3,796	\$3,881	\$3,968
	Dept Head Health	\$3,796	\$3,881	\$3,968

	Dept Head Special Services (9-12)	\$3,796	\$3,881	\$3,968
	Dept Head Math	\$3,796	\$3,881	\$3,968
	Dept Head Research Coordinator	\$3,796	\$3,881	\$3,968
	Dept Head Science	\$3,796	\$3,881	\$3,968
	Dept Head Social Studies	\$3,796	\$3,881	\$3,968
	Senior Transition Project Coordinator	\$3,288	\$3,362	\$3,438

## APPENDIX C

### FORMS

The following forms below, which will be posted online for access by teachers, shall be utilized as provided in this Agreement. These forms will be marked “special” forms and made available on the District website with the bargaining agreement. Changes to these forms will be agreed upon by the Board and the Association.

- I. Course Reimbursement Request
- II. Educational Loan/Advancement Request
- III. Special Leave Request and Extended Leave of Absence Request
- IV. Sabbatical Leave Application
- V. Change of Status
- VI. Medical Waiver Form

### Side Letter

The Cape Elizabeth Education Association and the School Board recognize the importance of planning time in supporting student learning. The School Board will develop a policy providing for teacher planning time in the schools which will be presented for Board action. The Board acknowledges its obligation to afford the Association the opportunity to meet and consult with the Board with respect to the development of the policy and any changes thereto, and to negotiate the impact of the policy and any changes thereto on mandatory subjects of bargaining.